

REMARKS:

Claims 1-57 have been cancelled, rendering the rejections of those claims moot.

Claims 58-61 have been added. Claims 58 and 60 are independent claims. Reconsideration and further examination are respectfully requested.

All arguments made with respect to claims 1 to 57 in previous papers are moot.

Those arguments are hereby withdrawn.

Applicant's representative has made a careful study of the cited art, particularly Walker (U.S. Patent 5,794,207), and has found no showing or suggestion of a database of loan applications which is searchable by ****both**** borrowers and lenders. The system shown in Walker specifies repeatedly that it is "buyer" driven, that is, that the buyer enters conditional purchase orders (CPO's in Walker's terminology), but that it is only the seller who can browse those CPO's and accept those orders. Despite a quite detailed description of how buyers enter CPO's (see col. 15, line 45 -- col. 17, line 26, "Online Embodiment"), there is no showing or suggestion in Walker that buyers have any capability to search the database of CPO's, and no showing or suggestion in Walker of any reason why buyers might want to.

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Rather, Walker is entirely directed to a one-sided system in which buyers make their requests and sellers choose to either satisfy them or not. See, e.g., col. 10, lines 30-39:

“What the present invention accomplishes, which no previous system has done before, is literally to hang buyer money on a ‘clothesline’ for sellers to see. Attached to the money is a note describing what the seller has to agree to do in order to take the money down off the clothesline. There is no uncertainty or waste of time on the part of the seller. He knows that if he can meet the conditions set forth by the buyer, he can immediately close the sale and get paid for it. No hassles. No negotiations.”

Although Walker does describe a method in which multiple sellers can respond to the same CPO, there is no described provision for the buyer to search other CPO's, or even to search offerings made by sellers. Rather, it is only the seller who can “browse” the CPO's in various categories (see col. 18, lines 20-22, “a web page for each possible subject area”; see also col. 18, line 56 -- col. 19, line 12, referring to browsing categories of CPO's), and it is only the seller who can choose to be notified of CPO's meeting pre-selected criteria (see col. 18, lines 13-33, referring to email to sellers regarding their selected sales specialty).

Accordingly, Walker does not show or suggest, either alone or with other cited art of record, the steps of

“permitting one or more prospective loan makers to search that database, ..., and permitting those prospective loan makers to modify that database to alter infor-

mation associated with at least one such loan application; permitting a plurality of loan applicants to search that database, ...; and

“permitting those loan applicants to modify that database to alter information associated with at least one such loan application.”

Because these steps are not shown or suggested in any of the cited art, the subject matter of claim 59 would not have been obvious at the time the invention was made. Accordingly, claim 59 is allowable, as are all claims depending there from.

Applicants' representatives respectfully request reconsideration and allowance of these claims.

Respectfully submitted,



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